

EXHIBIT A

POWER OF ATTORNEY AND CONTRACT OF EMPLOYMENT

This is an agreement between Diana Engrwall (The Client) residing at 574 Henry St Brooklyn NY 11231 (address), Schechter, McElwee, Shaffer & Harris, L.L.P., Mark & Associates, P.C., and Marc Whitehead & Associates, Attorneys at Law, LLP ("The Attorneys"); all collectively referred to as "The Parties". The Parties agree to the following:

1. **Purpose of contract:** The Client employs The Attorneys to prosecute all of The Client's claims arising out of the denial of disability benefits. Client understands that this contract for legal services is for representation on this claim and this claim alone. It does not extend to any probate, tax advice, criminal defense, divorce or other kind of legal service or proceeding. If other legal services are necessary, Client agrees that all Attorney fees, costs or expenses related to those services will be borne by Client.

2. **Attorney Fees:** The Attorneys will be financially compensated by The Client ONLY if a recovery is made. Client does hereby assign and convey to Attorney the following undivided interest in Client's claim.

- a. 1/3 of all monies and property collected on behalf of client, plus reimbursement of case expenses; and/or
- b. Statutory attorneys fees awarded by the Court (or stipulated to in a settlement agreement or between the parties; and/or
- c. Client agrees to pay attorney 1/3 of future benefits if benefit payer reinstates Client to benefits for a term not to exceed FIFTEEN (15) YEARS.

3. **Expenses:** The Attorneys may advance funds necessary to cover costs and reasonable expenses for prosecution of the claims. The Attorneys may borrow money from a bank to finance the cost and expenses of litigation. Such interest charged by the bank will be treated as an expense of litigation. Other expenses of litigation include, but are not limited to court, deposition and mediation costs; expert witnesses, meeting, travel and investigation expenses; medical record retrieval, reproduction, communication, postage and delivery expenses.

4. **Cooperation of Client:** Client shall keep The Attorneys advised of his/her current address and telephone numbers at all times, shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with all reasonable requests from The Attorneys in connection with the preparation of Client's claim and causes of action.

5. **Association of other counsel / Division of Fees:** The Attorneys may associate other counsel at their sole discretion, to assist in the prosecution of this case. Client hereby agrees and consents to such association. Client understands that if The Attorneys exercise their right to associate other counsel, the attorney fees will not increase due to such association. Client's signature below indicates their understanding and consent to the division of fees, which division will be disclosed to The Client when and if The Attorneys exercise their right to associate other counsel. (Schechter, McElwee, Shaffer & Harris, L.L.P., Mark & Associates, P.C. and Marc Whitehead & Associates, Attorneys at Law, LLP will assume joint responsibility for the prosecution of Client's cause of action. At the conclusion of the case, if a recovery is made on behalf of Client, the attorney fee will be divided with the following structure: LTD ERISA cases are divided with 66 2/3% to Marc Whitehead & Associates, Attorneys at Law, LLP and 33 1/3% to Schechter, McElwee, Shaffer & Harris, L.L.P. (to be split equally with Mark & Associates, P.C.); LTD non-ERISA cases are divided 60% to Marc Whitehead & Associates, Attorneys at Law, LLP and 40% to Schechter, McElwee, Shaffer & Harris, L.L.P. (to be split equally with Mark & Associates, P.C.), and Social Security cases are divided with 75% to Marc Whitehead & Associates, Attorneys at Law, LLP and 25% to Schechter, McElwee, Shaffer & Harris, L.L.P. (to be split equally with Mark & Associates, P.C.). This division of attorney fees will not increase the total fee owed by the Client. Client's signature on this agreement indicates his/her understanding and consent to the division of fees. Marc Whitehead & Associates, Attorneys at Law, LLP will be the lead counsel for the client and will accordingly assume responsibilities associated with the day to day handling of Client's case.

6. **Permission to withdraw:** The Attorneys may, at their option, withdraw from the case and cease to represent The Client for any reason. If The Attorneys exercise this right, they shall notify The Client in writing and forward said notice to The Client's last known address. In the event The Attorneys exercise their right to close the case, The Client will not owe The Attorneys any attorney fees or expenses.

7. **Permission to Terminate Representation:** Client will, of course, be free to terminate the attorney representation of client at any time, with or without cause, provided, however, that client promptly makes arrangements, at client's sole cost and expense, to pay all attorneys fees then owing along with all costs and expenses incurred by attorney on behalf of client. Such fees and expenses shall be payable immediately upon discharge of the attorney.

8. **Statute of Limitations:** As with any case, there may be a potential issue regarding the statute of limitations of your case. Your Disability Carrier may have very short time periods to file documents to protect your interests and that said time frame may have already passed or will pass within 30 days. In that event, client waves any claim against attorneys for untimely filing of documents to protect client's interest. We will investigate and work towards the prosecution of your claim. However, should a problem arise concerning the Statute of Limitations, we will have no choice, but to close the case and inform you of that decision.

9. **Resolution of disputes / Arbitration:** The parties agree that any dispute concerning this contract or the services performed by The Attorneys under this contract shall be arbitrated in Houston, Texas, pursuant to the Texas General Arbitration Act. This contract is governed by the laws of the State of Texas.

SIGNED and AGREED to this 28 day of May (month) 2009.

Diana Ingravallo (Client's Signature)
Diana Ingravallo (Client's Printed Name)



Marc Whitehead & Associates,
Attorneys at Law, LLP



Schechter, McElwain, Shaffer &
Harris, LLP



Mark & Associates, P.C.

EXHIBIT B

BENEFIT CALCULATOR FOR DIANA INGRAVALLO

RETROACTIVE BENEFITS

Beginning	Ending	Monthly	Totals	Disco	Totals
5/1/2009	3/31/2013	Benefit		unt	
46	months x	\$384.75	\$ 17,698.50	n/a	\$ 17,698.50

PRESENT VALUE of FUTURE BENEFITS

Beginning	Ending				
4/1/2013	10/31/2025				
151	months x	\$ 384.00	\$ 57,984.00	3.50%	\$46,846.12 PV

Beginning	Ending				
11/1/2025	7/24/2038				
153	months x	\$ 1,125.75	\$ 172,239.75	3.50%	\$138,780.05 PV

304 total months	<u>\$ 247,922.25</u>	<u>\$ 203,324.67</u>
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1	\$ 384.00	4/1/2013	41365
2	\$ 384.00	2/1/2012	40940
3	\$ 384.00	3/1/2012	40969
4	\$ 384.00	4/1/2012	41000
5	\$ 384.00	5/1/2012	41030
6	\$ 384.00	6/1/2012	41061
7	\$ 384.00	7/1/2012	41091
8	\$ 384.00	8/1/2012	41122
9	\$ 384.00	9/1/2012	41153
10	\$ 384.00	10/1/2012	41183
11	\$ 384.00	11/1/2012	41214
12	\$ 384.00	12/1/2012	41244
13	\$ 384.00	1/1/2013	41275
14	\$ 384.00	2/1/2013	41306
15	\$ 384.00	3/1/2013	41334
16	\$ 384.00	4/1/2013	41365
17	\$ 384.00	5/1/2013	41395
18	\$ 384.00	6/1/2013	41426
19	\$ 384.00	7/1/2013	41456
20	\$ 384.00	8/1/2013	41487
21	\$ 384.00	9/1/2013	41518
22	\$ 384.00	10/1/2013	41548
23	\$ 384.00	11/1/2013	41579

EXHIBIT C

CURRICULUM VITAE

Marc Stanley Whitehead

Marc Whitehead & Associates,
Attorneys at Law, L.L.P.
5300 Memorial Drive, Suite 725
Houston, Texas 77007
(713)228-8888

Professional Experience

Marc Whitehead & Associates, Attorneys at Law, LLP, Founder
Specializing in plaintiff's personal injury litigation, insurance & ERISA litigation, Social Security disability law and veterans disability law

Adjunct Professor of Law (2002)
University of Houston Law Center
Civil Trial Advocacy

Instructor (2003)
National Institute of Trial Advocacy
Civil Trial Advocacy

Instructor (2005-2007)
National Business Institute
Social Security Disability

Board Certified

Personal Injury Trial Law
Texas Board of Legal Specialization

Social Security Disability Advocate
National Board of Social Security Disability Advocates

Educational Experience

J.D. University of Houston Law Center, 1992
Top 21% of Graduating Class
B.B.A. in Finance, Texas A&M University, 1989
President's List
Valedictorian, Normangee High School 1985

Admitted to Practice

State Bar of Texas
U.S. District Courts, All Texas Districts
United States Court of Appeals-Fifth Circuit
United States Court of Appeals for Veterans Claims

Professional Activities and Associations

President-Houston Trial Lawyers Association (2009-10)
Secretary/Treasurer-Houston Trial Lawyers Association (2007-08)
Former Vice-President- Houston Trial Lawyers Association
Board of Directors-Texas Trial Lawyers Association
Texas Trial Lawyers Board of Advocates (1999-2001)
HBA Social Security Section Chairman (2004-2005)
Member: Association of Civil Trial and Appellate Specialists, National Organization of Social Security Claims Representatives, Association of Trial Lawyers of America, Texas Aggie Bar Association, Houston Volunteer Lawyers Association, College of the State Bar of Texas, Houston Bar Association, National Organization of Veterans Advocates

Articles & Publications

"Tort Reform As It Relates to Strict Products Liability"
"A Lawyer's Guide for Determining Eligibility of Social Security Disability Claimants"
"Nuts & Bolts of Social Security Disability Law"
"The Five Step Sequential Evaluation Process Used in Determining Disability For Social Security Claimants"

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

DIANA INGRAVALLO,

Plaintiff,

VS.

**HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,
As Administrator of the Delta
Airlines, Inc. Long term Disability
Group Policy,**

Defendant.

ECF CASE

Civil Action No. 10cv5150
(FB)(JO)

**AFFIDAVIT OF COUNSEL
IN SUPPORT OF MOTION
FOR ATTORNEY FEES**

State of Texas)
)
County of Harris) **ss:**

Marc Whitehead, Esq., being duly sworn, hereby deposes and says as follows:

1. I am a member of the law firm of Marc Whitehead and Associates L.L.P.
2. I submit this affidavit in support of my motion for attorney fees in the above-captioned matter.
3. To the best of my knowledge and based on record keeping by my firm and billing data from local counsel Carl Pierson and Jorge Delgado, I affirm that the attached fees reflect the work of myself, my associate attorney, Valerie Norwood, and paralegals, Melanie Donaldson, Rina Shah, and Anthony Vessel in the litigation of this matter.

Dated: May 1, 2013

Houston, Texas



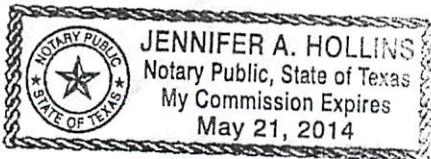
Marc Whitehead, Esq.
Marc Whitehead & Associates, L.L.P.
5300 Memorial Drive, Suite 725
Houston, Texas 77007
T: (713) 228-8888
F: (713) 225-0940
Email: marc@marcwhitehead.com

STATE OF TEXAS)
COUNTY OF HARRIS) :ss.

On May 1, 2013, before me,

Jennifer Hollins

personally appeared, MARC WHITEHEAD, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, which he signed before me.



WITNESS my hand and official seal

Seungjae Hollins
(notary signature)